

N.A.S.D. AWARD

NATIONAL ASSOCIATION OF SECURITIES DEALERS

In the Matter of the Arbitration Between

Name of Claimant

Frederick H. Boehm

94-00495

Name of Respondents

Charles Schwab & Company, Inc.
Michael Knight

CASE SUMMARY

In a claim filed with the National Association of Securities Dealers, Inc. on February 9, 1994, Claimant Frederick H. Boehm, who appeared Pro Se, alleged that Respondent Michael Knight of the Respondent Firm Charles Schwab and Company, Inc. improperly handled his account when it closed out his account when they did not receive his check to cover purchases of his Bed Bath and Beyond stock. The Claimant contended that because the Respondents did not receive his original check, he had to stop payment on that check and issue a new one, but he decided to wait to see if the original check showed up, and in the meantime, the account was sold without his being informed that his account was being closed. The Claimant contended that his account should be reinstated with all profits that are due him.

Respondents Charles Schwab and Company, Inc. and Michael Knight, through their representative Vicki F. Van Fleet of Charles Schwab and Company, Inc., maintained that the Claimant has no equitable or legal right to profit on a stock for which he never paid and never owned. The Respondent contended that the Claimant never deposited any monies into the account, either by settlement date or extension date; therefore, he has no claim to either have the account reinstated or to have the profits from the Bed Bath and Beyond transaction.

RELIEF REQUESTED

Claimant Frederick H. Boehm, requested that his account be reinstated and that he be awarded restoration of the value of the profit which equals \$2,081.00.

Respondents Charles Schwab and Company, Inc. and Michael Knight, requested that the claims of the Claimant be dismissed.

AWARD

Pursuant to Section 13 of the NASD, Inc. Code of Arbitration Procedure, a single Public Arbitrator, David Fogel, Esq., was selected to review the matter in controversy between the parties set forth in submissions to Arbitration signed by the Claimant on February 1, 1994 and by the Respondent Charles Schwab and Company, Inc. on May 20, 1994, and by Respondent Michael Knight on May 26, 1994.

And, the Arbitrator, having considered the proof of the parties, has decided and determined in full and final resolution of the issues submitted for determination as follows:

1. The claims of the Claimant Frederick H. Boehm against Respondents Charles Schwab and Company, Inc. and Michael Knight are dismissed in the entirety.
2. The parties shall bear their respective costs.
3. The \$50.00 filing fee previously deposited with the National Association of Securities Dealers, Inc. by the Claimant Frederick H. Boehm, shall be retained by the NASD, Inc.

AFFIRMATION

I, **DAVID FOGEL, ESQ.**, do hereby affirm upon my oath as arbitrator that I am the individual described herein and who executed this instrument, which is my oath and award.



Signature of Arbitrator

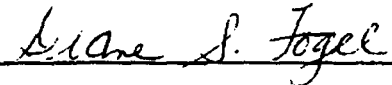
DATE OF DECISION: March 14, 1995

STATE OF:

SS:

COUNTY OF:

On this 3rd day of March 1995, before me personally appeared David Fogel, Esq. to me known and known before me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.



COUNTY OF BERGEN
STATE OF NEW JERSEY
DIANE S. FOGEL
NOTARY PUBLIC
MY COMMISSION EXPIRES SEPT. 6, 1999
I.D. NO. 2169521